

BILL NO. S-75-11-53

SPECIAL ORDINANCE NO. S-264-75

AN ORDINANCE approving a contract with FOX  
CONTRACTOR CORPORATION for construction  
Southview Addition Storm Sewer-Warsaw St.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated November 10, 1975, between the  
City of Fort Wayne, by and through its Mayor and the Board of Public Works  
and FOX CONTRACTORS CORPORATION, for:

Construction of storm sewer commencing at an existing 24" R.C.P.  
47<sup>+</sup> linear feet north of the existing storm manhole in Paulding  
Road at Warsaw and 13<sup>+</sup> feet west of the east right-of-way of  
Warsaw; thence, north at a distance of 233+ feet terminating at a  
proposed manhole. Also, the inlets, inlet lines and connect  
thereto  
for a total cost of \$3,536.80, of which the property owners will pay \$1,600.00,  
all as more particularly set forth in said contract, which is on file in the  
Office of the Board of Public Works and is incorporated herein, made a part  
hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,  
  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-25-75

Charles W. Tuttleman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>1</u>		
BURNS	<u>X</u>				
HINGA	<u>X</u>				
<del>KAUS</del>			<u>X</u>		
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 12-8-75

Charles W. Tuttleman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution), No. 1264-75 on the 9th day of December, 1975.

ATTEST:

(SEAL)

Charles W. Tuttleman  
CITY CLERK

James S. Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Tuttleman  
CITY CLERK

Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock 8 M., E.S.T.

John H. Long  
MAYOR

Bill No. S-75-11-53

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with FOX CONTRACTOR CORPORATION for construction

Southview Addition Storm Sewer-Warsaw St

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Samuel Talapico  
Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

Winfield C. Moses Jr  
Samuel J. Talapico  
William T Hinga

Donald J. Schmidt

12/1/75  
DATE 12/1/75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



# THE CITY OF FORT WAYNE

Board of public works

November 7, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Due to the existence of a storm water problem in Southview Addition, the Board deemed it advisable to have the WPC Engineering Department request Invitational Bids for materials and construction.

The low bidder for construction is Fox Contractors Corporation - \$3536.80 and for supplying materials is Construction Products Corporation - \$2335.76.

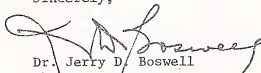
A contract has been awarded to Fox Construction and a Purchase Order 32125 issued to Construction Products.

The contractor is prepared to start construction as soon as approval is received. The Board, therefore, requests a "Prior Approval."

Involved property owners will reimburse the City in the total amount of \$1600.00.

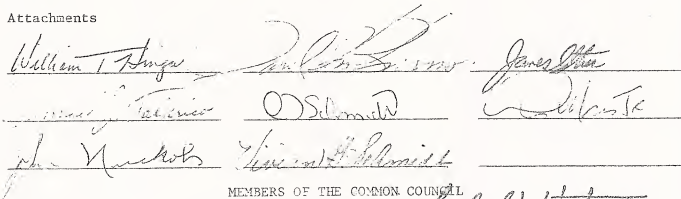
Ordinances will be submitted in the near future.

Sincerely,

  
Dr. Jerry D. Boswell  
Chairman,  
Board of Public Works

JDB/EP


Attachments



MEMBERS OF THE COMMON COUNCIL

cc: Mayor Ivan A. Lebamoff

ATTEST:

  
Charles W. Westerman, City Clerk

Charles W. Westerman

AN EQUAL OPPORTUNITY EMPLOYER

62-326-1  
110/75  
**CONTRACT AND BOND**

**This Agreement,** Made and entered into as of the 10 day of November, 1975, by and between \_\_\_\_\_

Fox Contractors Corporation

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Base Plan:

Commencing at an existing 24" R.C.P. 47+ linear feet north of the existing storm manhole in Paulding Road at Warsaw and 13+ feet west of the east right-of-way of Warsaw; thence, north at a distance of 233+ feet terminating at a proposed manhole. Also, the inlets, inlet lines and connect thereto.

for the Following Prices

Installation only of 24" RCP CL III	Seven Dollars and Fifty Cents	7.50
Installation only of 15" RCP CL III	Seven Dollars and Fifty Cents	7.50
Installation only of M.H. Type 1-A	Three Hundred Dollars	300.00
Installation only of inlet Type 1-G	Two Hundred Twenty-five Dollars	225.00
Special Backfill #73 or #53	Ten Dollars and Fifty Cents	10.50
Special Backfill (B-Borrow)	Seven Dollars and Forty Cents	7.40
3" Crushed Stone Pavement	One Dollar	1.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Improvement Resolution No. \_\_\_\_\_ and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 90 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

Fox Contractors Corporation

*Delmar Sisk VP*

Contractor, party of the first part.

This contract approved by us this 10 day of November, 1975

*Carl C. O'Neal*

*Mayor*

BOARD OF PUBLIC WORKS,  
Party of the second part.

*Don H. O'Connell*

Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we.....

FOX CONTRACTORS CORPORATION

as principal and THE AMERICAN INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of.....

Three Thousand, Five Hundred Thirty-six Dollars and Eighty Cents (\$ 3,536.80 .....)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the .....

day of ....., with the City of Fort Wayne, Indiana, and shall faithfully  
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the  
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to  
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and  
remain in full force and virtue in law and in the event the said City shall extend the time for the com-  
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this..... day of..... 19 .....

Fox Contractors Corporation (SEAL)

BY: (SEAL)

The American Insurance Co. (SEAL)

BY: (SEAL)

Approved this 10 day of November, 1975

Carl E. O'Neal

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated 1939 Revision-Volume VIII). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

PERFORMANCE & GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Fox Contractors Corp.  
Fort Wayne, Indiana as Principal and The American Insurance Co.  
New Jersey a corporation organized under the laws of the State of  
State of Indiana, as Surety, are held firmly bound unto the City of Fort  
Wayne, Indiana, an Indiana municipal corporation in the sum of Three Thousand  
Five Hundred Thirty-Six & 80/100 (\$ 3,536.80-----) for the payment where  
of well and truly to be made, the Principal and the Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents. The condition of the foregoing  
obligation is such that:

WHEREAS, the Principal has applied for authority to construct or  
cause to be constructed a sewer to become part of the City's sewer system  
known as Southview Addition Sanitary Sewer which said  
sewer is to be built and constructed according to plans and specifications  
approved by the City; and

WHEREAS, the grant of authority be City to so construct such sewer  
provides:

1. That said sewer shall be completed according to said  
plans and specifications, and there shall be filed with  
the City, within thirty (30) days after completion,  
a completion affidavit.
2. Said Principal is required to agree to make such  
adjustments, modifications and repairs as required  
by the City within thirty (30) days after notice;  
and
3. To agree to maintain said sewer for a period of one  
(1) year following written acceptance by the City  
of said sewer.

NOW THEREFORE, if the Principal shall perform all of the terms and  
conditions required of it by the consent to cause said sewer to become  
a part of the City sewer systems, and shall for one (1) year after  
acceptance of said sewer by the City maintain said sewer and shall indemnify  
the City for all loss that City may sustain be reasons of the Principals  
failure to comply with any of the terms of the authorization, then this  
obligation shall be void, otherwise it shall remain in full force and effect.

Signed and Sealed this 5 day of November, 19 75.

THE AMERICAN INSURANCE COMPANY  
(Surety)

FOX CONTRACTORS CORP.  
(Principal)

BY: James J. Chiles  
Attorney-in-fact

BY: Dolmar Leck VP

YASTE, ZENT & RYE, INC.  
Authorized Agents

YASTE ZENT & RYE, INC.



## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Josephine E. Stackhouse, Leonard Shirley, Lane I. Grile, David J. Steffen and Helen Pyles, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge, and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1959, and now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 18th day of July, 19 74.



THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS, Vice President

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

On this 18th day of July, 19 74, before me personally came JAMES H. WELLS, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice  
MARY A. GIUDICE, Notary Public  
My commission expires October 2, 1977

### CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook, Dated the 5 day of November, 19 75.



Joseph C. Neirince  
JOSEPH C. NEIRINCE, Assistant Secretary



DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*S-75-11-53*

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with Fox Contractor Corporation covers construction of Southview Addition Storm Sewer - Warsaw Street. Contract amount is \$3,536.80.

Materials for construction is covered by Civil City Purchase Order 3-32125.

PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Allows for elimination of storm drainage problem

EFFECT OF NON-PASSAGE Failure to cooperate in elimination of storm drainage problem.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Property owners to pay portion of cost.

ASSIGNED TO COMMITTEE

*Public Works JH.*